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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

In re:

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

☒ Affects Pacific Gas and Electric Company

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**REORGANIZED DEBTOR PACIFIC  
GAS AND ELECTRIC COMPANY'S  
MOTION IN LIMINE NO. 2 TO  
EXCLUDE LOST RENT DAMAGES OF  
\$86,400 SOUGHT BY CLAIMANT TODD  
GREENBERG AT TRIAL OF CLAIM  
NO. 77335 (TODD GREENBERG)**

Trial: June 27, 2022  
Time: 9:00 a.m. (Pacific Time)  
Place: (Via Zoom Videoconference)  
United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

1 In compliance with the Scheduling Order for Remote Trial entered by this Court on  
2 February 16, 2022 [Dkt. No. 11943], Pacific Gas and Electric Company (the “**Utility**”), as  
3 debtor and reorganized debtor (“**PG&E**” or “**Reorganized Debtor**”) in the above-captioned  
4 Chapter 11 cases (the “**Chapter 11 Cases**”), with regard to Proof of Claim number 77335 (the  
5 “**Claim**”) filed by Todd Greenberg (“**Greenberg**” or “**Claimant**”), pursuant to Section 502 of  
6 Title 11 of the United States Code (the “**Bankruptcy Code**”), hereby files this Motion in  
7 Limine No. 2 to exclude damages of \$86,400 for two years of lost rent alleged by Greenberg in  
8 his Amended Claim, based upon (1) Greenberg’s admission that no prospective tenants told him  
9 that they did not want to rent the unit due to any damaged flooring, and (2) even if Greenberg  
10 could prove these damages (which he cannot), he only tried to rent the unit from July 2019 to  
11 May 2020, an 11-month period.

12 In accordance with the Scheduling Order regarding Pre-Trial Objections and Motions in  
13 Limine, counsel for PG&E certifies that she has complied in good faith with the meet and confer  
14 requirements set forth therein and that she has met and conferred with counsel for Greenberg  
15 prior to filing this Motion in Limine. Declaration of Jennifer L. Dodge (“Dodge Decl.”), ¶ 3.

16 Greenberg filed a motion to amend his claim in March 2022 [Dkt. No. 11992], which the  
17 Court tentatively granted at the hearing on the motion in April 2022. The Court’s Order  
18 allowing Greenberg to amend his Claim was entered on May 12, 2022 [Dkt. No. 12375]. The  
19 Amended Claim increased the damages sought in the original Claim for lost rent from \$3,025  
20 for one month to \$86,400 for 24 months at \$3,600 per month. To date Greenberg has not filed  
21 the Amended Claim.

22 Greenberg testified at his deposition that he moved into the upper unit of the duplex in  
23 July 2019 and began efforts to rent the lower unit from that time until May 2020, a period of 11  
24 months. See Deposition of Todd Greenberg attached as Exhibit A (pages 45-46, 62-67) to  
25 Dodge Decl., ¶ 4. Greenberg admitted that none of the prospective tenants of the unit told him  
26 that they did not want to rent the unit due to any damaged flooring. See Exhibit A to Dodge  
27 Decl., ¶ 4, pages 88-91. This certainly makes sense, given that the inspection conducted on May  
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1 17, 2022 clearly demonstrated that there is no visible staining or damage to the laminate  
2 flooring. See photographs attached as Exhibit B to Dodge Decl., ¶ 5.

3 The damages for two years of lost rent alleged by Greenberg should be excluded because  
4 (1) none of the prospective tenants advised Greenberg they decided not to move forward with  
5 renting the property because of any damaged flooring, and (2) even if Greenberg could prove  
6 these damages (which he cannot), he only attempted to rent the unit for a total of 11 months, not  
7 two years.

8 For the foregoing reasons, PG&E respectfully submits that the \$86,400 in damages  
9 alleged by Greenberg for two years of lost rent should be excluded from the trial of this matter.

10  
11 June 21, 2022

Respectfully submitted,

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13 KELLER BENVENUTTI KIM LLP

14 LAW OFFICES OF JENNIFER L. DODGE INC.

15  
16 By: \_\_\_\_\_

  
Jennifer L. Dodge

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18 Attorneys for Debtors and Reorganized Debtors  
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